

# 2014-2015 ECEAP Client Service Contract

## Exhibit A: Statement of Work



DEL Contract Number: XX-XXXX  
Title: ECEAP

### 1. Introduction

The Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program that prepares 3- and 4-year-old children from low-income families for success in school and in life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education and family support services. ECEAP reaches the children most in need of these foundations for learning.

The Revised Code of Washington (RCW) [43.215.410](#) charges DEL with administration of ECEAP. DEL operates ECEAP through contractors who design programs to fit their community needs, in compliance with the current ECEAP Performance Standards. ECEAP contracts are renewable for contractors in good standing, based on available funding.

### 2. Definitions

"Contractor" means an organization providing ECEAP services under a signed contract with DEL.

"DEL" means the Department of Early Learning of the State of Washington; any division, section, office, unit or other entity of DEL; or any of the officers or other officials lawfully representing DEL.

"ECEAP services" means administration, enrollment and eligibility, human resources, health coordination, education and family support and parent involvement services as defined by this contract and in Exhibit E, ECEAP Performance Standards.

"Early Achievers" means the states quality rating and improvement system.

"ELMS" means the Early Learning Management System, the database where contractors enter program and child information.

"Extended Day" means ten (10) or more hours per day, five (5) days per week, year round.

"Full School Day" means six (6) hours per day (5.5-6.5), a minimum of 1,000 hours per year, at least four (4) days per week.

"Indirect costs" means the shared costs of an organization necessary to the operation and the performance of its programs. This could include fiscal, payroll, information technology, human resources and other costs associated with operating and maintaining staff and work space.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions.

"Part-Day" means a minimum of 2.5 hours per class session, 320 hours per year, a minimum of 30 weeks per year.

"Personal Information" means information identifiable to any natural person, including person's name, health, medical or mental health treatment, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers or other identifying numbers, driver's license numbers or any financial identifiers.

"Subcontractor" means one who is not employed by the Contractor, but who, in accordance with a separate contract (including but not limited to interagency agreements) with the Contractor, is performing all or part of any ECEAP services under this Contract. The terms "Subcontractor" and "Subcontractors" means subcontractors in any tier. Staff employment contracts are not considered "subcontracts."

“Working Connections Child Care (WCCC)” means the working connections child care program, which is a child care subsidy program described in Part II of [WAC 170-290](#) that assists eligible families in obtaining child care subsidies for approvable activities that enable them to work, attend training, or enroll in educational programs outside the consumer's home. For the purposes of this contract DEL has braided WCCC federal subsidy dollars at DEL as part of your total per-child cost for ECEAP.

### 3. Contractor Responsibilities

The Contractor will provide services and staff and otherwise do all things necessary or incidental to implement ECEAP services in accordance with this Contract, including these Exhibits:

- Exhibit B: Budget
- Exhibit C: General Terms and Conditions
- Exhibit D: Deliverables Calendar
- Exhibit E: 2014 ECEAP Performance Standards

The Contractor must:

- a. Obtain written or e-mail approval from the DEL Contract Manager (assigned ECEAP Specialist) before:
  - Exceeding the Contractor's allowance of enrolled children from families with income above 110% of federal poverty level. See the current allowances at [http://www.del.wa.gov/publications/eceap/docs/overincome\\_limits.pdf](http://www.del.wa.gov/publications/eceap/docs/overincome_limits.pdf).
  - Changing class start dates.
  - Adding a new site.
  - Adding a new class or changing a classroom location.
  - Changing the number of slots assigned to a site.
  - Changing a service area boundary.
  - Adding a Subcontractor who provides ECEAP services. Contractors must submit the subcontract to their DEL Pre-K Specialist.
  - Using ECEAP funds as match (“non-federal share”) dollars for any federal program.
  - Purchasing equipment with unit costs of \$5,000 or greater including ancillary costs, or procuring playground or facility improvements with a total cost of \$5,000 or greater including ancillary costs, paid fully or in part with ECEAP funds. See Exhibit A, Section 16: Purchase Approvals.
  - Selling or disposing of equipment purchased with ECEAP funds from the Contractor's Inventory List.
  - Changing Contractor's legal status, ECEAP Director or organizational structure related to ECEAP.
  - Implementing exceptions to ECEAP Performance Standards or policies.
- b. Submit their 2014-15 ECEAP operating budget according to Exhibit D: Deliverables Calendar.
- c. Enter and maintain accurate data in ELMS, this includes requirements listed in Exhibit D: Deliverables Calendar and Exhibit E: ECEAP Performance Standards. Also see the complete chart of ELMS data entry requirements on the ELMS news page.
- d. Obtain and maintain a [record of written permission](#) from parents before requesting that DEL transfer ELMS records from another ECEAP Contractor, and document this permission in ELMS.
- e. Conduct ongoing recruitment throughout the year according to the ECEAP Performance Standards.

- f. Maintain full enrollment according to the 2014 ECEAP Performance Standards. DEL reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor cannot maintain full enrollment. Before reducing slots, DEL will discuss strategies for full enrollment and deadlines with the Contractor.
- g. Use Teaching Strategies GOLD® Online for their child assessment tool. Enter and maintain accurate information in GOLD® Online including:
- Enter each child's demographic data.
  - Select ECEAP as the funding source.
  - Enter child observations in GOLD® Online throughout the school year.
  - Rate all objectives within the following areas of GOLD®: Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics according to Exhibit D: Deliverables Calendar.
  - Complete the Home Language Survey on all ECEAP children, and assess children's English language acquisition, if indicated, using GOLD® objectives 37-38.
  - Archive, not delete, exited children's portfolios.

Require lead teachers to take the Teaching Strategies GOLD® reliability test within six months of their GOLD® training or within six months of the beginning of the school year.

- h. Enroll all ECEAP sites in Early Achievers, Washington's quality rating and improvement system according to the timelines listed in Exhibit D: Deliverables Calendar.
- i. Incorporate the use of the Classroom Assessment Scoring System (CLASS) and Environment Rating Scale (ERS) assessments to improve curriculum, learning environments and interactions. Provide resources to support achievement of goals and implementation of quality improvement plans.
- j. Support the professional development of classroom staff by providing regularly scheduled time for:
- Curriculum planning.
  - Engaging in reflective practice with coaches, supervisors and peers.
- k. Provide, or have access to, a practice-based coach, trained on the Early Achievers Coach Framework, to:
- Support ongoing continuous quality improvement.
  - Assist Contractors in identifying goals and making plans to achieve goals.

All persons serving in the role of coach must meet the following qualifications:

- Bachelor's degree in Early Childhood Education or related field.
- A minimum of two years working with young children in a group setting and experience as an early learning coach, consultant, mentor or trainer.
- Early Achievers Coach training completed in the 2014-15 school year.

- l. Submit [staff compensation data](#) by October 1 on the template provided by DEL.
- m. Enter staff qualifications in MERIT for each ECEAP lead teacher, assistant teacher and family support specialist upon hire. DEL will notify Contractors when MERIT is ready for ECEAP staff qualifications data entry.
- n. Send a representative to each DEL ECEAP Directors' Meeting, including in-person and web-based meetings. The requirement to attend in-person meetings may be waived if DEL is unable to reimburse travel costs.
- o. Participate in regularly scheduled calls with DEL to support continuous quality improvement.
- p. Participate in ECEAP outcomes reporting by entering accurate information in Teaching Strategies GOLD® and ELMS.
- q. Participate in program evaluation with an external research entity.
- r. Include the DEL or 2012 DEL ECEAP logo, provided by DEL, on ECEAP publications intended for an audience outside of the Contractor's ECEAP program, such as marketing materials, recruitment flyers or annual reports. The full-color or black-and-white DEL or DEL ECEAP logo must appear in its entirety without modification.
- s. Inform DEL immediately of any serious issue that has potential for media coverage or for impact to services for ECEAP children or families. This includes but is not limited to:

- CPS issues related to ECEAP children, families, staff and facilities.
- Changes that must be reported according to [WAC 170-295-7070](#).

t. Maintain the following obligations beyond the Contract expiration date, or any extension thereof:

- Exhibit A, Section 10 - Protection of Personal Information
- Exhibit A, Section 11 - Records Maintenance
- Exhibit A, Section 12 - Copyright
- Exhibit A, Section 18 - Inventory
- Exhibit A, Section 19 - Treatment of Assets
- Exhibit C, Section 4 - Attorney's Fees
- Exhibit C, Section 6 - Confidentiality of DEL Information
- Exhibit C, Section 16 - Governing Law
- Exhibit C, Section 17 – Indemnification
- Exhibit E: ECEAP Performance Standards

#### 4. DEL ECEAP Licensing Requirements

Contractors implementing Extended Day and Full School Day models must be licensed. Contractors implementing Extended Day models must complete the full DEL licensing process.

Contractors implementing Full School Day models must complete the DEL expedited licensing process. Full School Day sites operated by a government agency may request an exemption from the DEL expedited licensing process by sending an exemption request to [eceap@del.wa.gov](mailto:eceap@del.wa.gov). DEL will send an exemption form to be completed and returned to [eceap@del.wa.gov](mailto:eceap@del.wa.gov).

Contractors must:

- Participate in the Portable Background Check process. All staff with unsupervised access to children must complete a Portable Background Check.
- Obtain a state fire marshal inspection for each ECEAP site:
  - Fire marshal inspections must be completed prior to children starting in the program, if possible.
  - Contractors must fill out the New Site approval form for any proposed new sites, which will alert DEL to request the inspection. DEL will notify the ECEAP contractor when the request is filed.
  - Sites located in public school buildings that have passed an inspection within the last 6 months must submit a copy of that inspection to DEL within the timelines stated in bullets above.
  - If a site fails the first inspection, the ECEAP Contractor must submit their corrective action plan to DEL for approval within 30 days of the inspection.
- Ensure window covering cords cannot form a loop and meet the minimum licensing requirements of [RCW 43.215.360](#). More information on window coverings is available on the DEL [website](#).
- Post materials according to - WAC 170-295-7080 so they are clearly visible to parents and staff:
  - Child care center license
  - Notice to parents that copies of recent licensing checklists, monitoring checklists and compliance agreements for any deficiencies are available for review
- Notify parents in writing about any animals on the premises and the potential health risks associated with the animals according to [WAC 170-295-5170](#). Contractors must have a signed statement from each parent stating that they understand the potential risks.

#### 5. Full School Day or Extended Day Models

Co-pays may be required for some families above 100% FPL enrolled in Full School Day or Extended Day models. Co-pays can be waived on a case by case basis. DEL will review requests to waive co-pays. Contractors implementing Full School Day and/or Extended Day models must:

- Provide meals and snacks according to the ECEAP Performance Standards and in addition:

- For Full School Day models: contractors must provide one meal and two snacks or two meals and one snack.
  - For Extended Day models: contractors must follow the meal schedule outlined in [WAC 170-295-3150](#). Sites open less than nine hours must provide one meal and two snacks or two meals and one snack. Sites open over nine hours must serve at least two snacks and two meals or three snacks and one meal.
- b. Plan daily schedules for Full School Day and Extended Day models that meet the ECEAP Performance Standards and the needs of the children enrolled, including:
- Rest time that is flexible, meets the licensing requirements and meets the individual developmental needs of the children. This includes providing quiet learning activities for children who do not require a lengthy rest time. ([WAC 170-295-2050](#))
  - For classes that meet over 6 hours, schedule at least two blocks of free choice time that meet the ECEAP Standards. These must be scheduled when the majority of children are in class with at least one opportunity in the morning and one in the afternoon.
- Programs have flexibility to modify instruction and classroom schedules during summer months, holiday/vacation periods, and for professional development activities.
- c. Participate in the preschool operational workgroup to help develop and sustain future high-quality preschool model components including family support and engagement services and research-based parent and children's curricula.
- d. Participate in training on the proposed menu of curricula options, once available for the purpose of future implementation.
- e. Participate in training on the proposed menu of differentiated family support and engagement service options, once available, for the purpose of future implementation.
- f. Offer Families Moving Forward, the DEL curriculum on executive function and family self-sufficiency for parents and guardians of enrolled ECEAP children. DEL will provide the curriculum and notify contractors when this is available.

## 6. ECEAP Eligibility

Contractors must:

- a. Verify family income before determining a child's eligibility in ECEAP and prioritize all eligible children according to the ECEAP Performance Standards.
- b. Ensure eligibility criteria are met for children enrolled in Full School Day and Extended Day models.
- c. Ensure staff verifying ECEAP eligibility and enrollment complete training on eligibility policy and procedures for Part-Day, Full School Day and Extended Day eligibility by January 5, 2015. Staff will access the training [online](#) and will receive a certificate of completion.
- d. Ensure staff members who determine eligibility are trained on proper eligibility determination practices and the importance of protecting program integrity and the public trust. Fraudulent eligibility practices may lead to suspension or termination of ECEAP contracts, requiring contractors to discontinue subcontracts or fire involved employees, and referring cases for criminal prosecution.
- e. Immediately inform DEL of any suspicion that an employee improperly recorded a family's eligibility criteria or a family provided false information in order to enroll in ECEAP.

## 7. Child Safety

Children's health, safety and well-being must always be the primary concern of the Contractor, in the delivery of services under this Contract. The Contractor must report child abuse and neglect as required of mandated reporters in [RCW 26.44.030](#) (1)(a) and (1)(b). When the Contractor or any employee of the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor or employee must immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM. This obligation includes suspected abuse or neglect that occurs when a child is in the care of the Contractor as well as outside of the Contractor's care.



The Contractor must ensure that managers, board members, employees and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two (2) weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DSHS PowerPoint: "Child Protective Services: Guidance for Mandated Reporters" available at [DSHS](#). The Contractor must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.

## **8. Subcontracting**

In accordance with this Exhibit A, Section 3(a), the Contractor shall obtain written or e-mail approval from DEL before entering into any subcontracts for ECEAP services as defined by this contract. These subcontracts must be in writing, in effect before Subcontractor services begin, and include:

- a. Number of slots for ECEAP children.
- b. Funds per slot. For Contractors implementing Full School Day or Extended Day models through subcontracts, the funds per slot passed through to subcontractors must be equal to or higher than the WCCC funds for the slot.
- c. Detailed division of responsibilities between the Subcontractor and Contractor.
- d. Requirement that the Subcontractor comply with all parts of this Contract related to services they are providing, including Exhibit E, ECEAP Performance Standards.
- e. Requirement for written proof of adequate insurance coverage for the activities performed within the subcontract.
- f. A list of deliverables the Subcontractor must submit to the Contractor, with due dates.
- g. A description of how the Contractor will monitor the Subcontractor for compliance with all provisions of this Contract, including all ECEAP Performance Standards and fiscal components.

The existence of a subcontract shall not release or reduce the liability of the Contractor to DEL for any breach in the performance of the Contractor's duties. The Contractor is responsible to DEL for the performance of the Subcontractor and must monitor the Subcontractor to ensure compliance with the terms and conditions of this Contract, including Exhibit E, ECEAP Performance Standards. The Contractor is responsible for ensuring that all applicable terms and conditions set forth in this Contract are carried forward to any Subcontracts. Contractors must not subcontract ECEAP in an unlicensed child care center or a child care center that is not in good standing with DEL child care licensing. DEL may revoke a Contractor's authority to subcontract, based on Subcontractor performance.

Staff employment contracts are not considered "subcontracts" for the purposes of this clause.

## **9. Service Area Agreements**

Contractors must complete written service area agreements with each neighboring ECEAP contractor and Head Start grantee. The agreements must fully describe service area boundaries for each party to the agreement, and must include:

- Specific areas for recruitment and enrollment of families for each party.
- Process for referral of families between parties.
- Plans for collaborating with service area partners to ensure efficient use of state and community resources, when practical, for:
  - Ongoing communication and problem resolution.
  - Developing community assessments.
  - Coordinating work with community partners, including Health Advisory Committee.
  - Planning joint staff and parent training opportunities.

If collaboration is not practical for any of the above, agreements must state the reasons why. If no agreement can be reached, the Contractor must send a description of their efforts and understanding of service area boundaries to DEL.

Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and ECEAP service area agreements into one document, providing they meet the requirements for both.

DEL reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor is recruiting within the service area of a neighboring ECEAP or Head Start program.

## **10. Protection of Personal Information**

The Contractor shall protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer or sale. The written policy required in ECEAP Performance Standards must be consistent with this Exhibit A, Section 10: Protection of Personal Information.

“Personal Information” means information identifiable to any natural person, including person’s name, health, medical or mental health treatment, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers or other identifying numbers, driver’s license numbers or any financial identifiers.

To safeguard the confidentiality of all Personal Information, the Contractor must:

- a. Ensure that the Contractors’ directors, officers, employees, and agents (collectively “Staff”) and Subcontractors use Personal Information solely for the purposes of this Contract.
- b. Limit access to Personal Information to Staff and Subcontractors requiring this information for performance of their assigned duties.
- c. Notify Staff and Subcontractors, in accordance with this Exhibit A, Section 8 above, of the requirements of this Section 10.
- d. Ensure Personal Information is not used, released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the written consent of the individual named, or if the named individual is a child, the written consent of their parent or guardian, or as provided by law.
- e. Ensure that Personal Information is protected from loss and from unauthorized physical or electronic access.
- f. When Personal Information is stored on computers, require individual user IDs and passwords.
- g. Destroy all Personal Information so it cannot be accessed by unauthorized individuals and cannot be recovered, when Personal Information is no longer used for ECEAP services under this Contract and retention is no longer required by this Contract, including this Exhibit A, Section 11 and Exhibit E: ECEAP Performance Standards.
- h. Immediately notify DEL of any potential, suspected, attempted, or actual violations of this Section 10, including but not limited to breaches of security, compromised data, or compromised login IDs or passwords, by contacting your DEL Contract Manager (ECEAP Specialist) and DEL’s Help Desk at (360) 725-4422 or [help.desk@del.wa.gov](mailto:help.desk@del.wa.gov).

Contractors must provide parents or legal guardians access to ECEAP child and family records upon request.

In addition to its rights under this Exhibit A, Section 13 - Monitoring, DEL specifically reserves the right to monitor the Contractor’s compliance with this Section 10. When there has been or may have been a violation of this Section 10, DEL may, at its discretion, conduct an investigation. To assist in the investigation, the Contractor must obtain and safeguard all evidence relating to the actual or suspected violation.

Any breach of this Section 10 may, at DEL's discretion and in addition to all other rights and remedies available to DEL, result in: (1) termination of the Contract, (2) a requirement that the Contractor return to DEL all Personal Information provided to the Contractor by the State of Washington or (3) a requirement that the Contractor destroy all Personal Information so it cannot be accessed by unauthorized individuals and cannot be recovered.

The Contractor agrees to indemnify, defend, and hold harmless the State of Washington, and its agencies, officers, employees and agents from and against all claims for damages, including but not limited to attorneys fees and costs, arising out of or resulting from the Contractor's breach of this Section 10.

DEL shall also protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer or sale. DEL provides extracts of certain data from ELMS to the P20W data warehouse managed by the Washington State Education Research and Data Center for the purpose of longitudinal analysis. This data includes child names and birthdates, duration of ECEAP services, and demographic information including federal poverty level. It does not include family risk factors, parent-teacher conference notes or family support notes. This data is matched with K-12 and workforce data and de-identified so researchers will not be able to identify individual children.

## **11. Records Maintenance**

The Contractor shall maintain books, records, documents, data and other evidence reasonably relating to this Contract and performance of ECEAP services, including but not limited to (1) accounting records which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, and (2) all records described in Exhibit E: ECEAP Performance Standards.

Unless a shorter retention period is specified in Exhibit E: ECEAP Performance Standards, the Contractor shall retain such Records for a period of six years following the date of final payment. At no additional cost, these Records shall be subject at all reasonable times to inspection by DEL, personnel authorized by DEL, the Office of the State Auditor and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the retention period, the Records shall be retained until all litigation, claims or audit findings involving the Records have been finally resolved.

## **12. Copyright**

Subject to the paragraph below, data and other copyrightable materials that result from this Contract shall be owned by the Contractor. The Contractor grants DEL a royalty-free, perpetual, irrevocable, worldwide license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publish or otherwise use such materials. The Contractor warrants and represents that Contractor has all rights and permissions, including but not limited to intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DEL. The Contractor shall provide DEL with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any materials delivered under this Contract.

Data and other copyrightable materials entered or inputted into the Early Learning Management System ("ELMS") shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DEL. DEL shall be considered the author of such data or materials. In the event the data or materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in the materials, including all intellectual property rights, to DEL effective from the moment of creation of such materials.



“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions.

### **13. Monitoring**

DEL has the right to monitor and evaluate performance, compliance and quality assurance under this Contract. The Contractor shall provide access to its facilities to DEL, any of DEL's officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance or quality assurance under this Contract. Monitoring activities may include, but are not limited to:

- a. Review of child, family, enrollment, program activity and any other information submitted through ELMS.
- b. Review of Teaching Strategies GOLD® information.
- c. Review of Early Achievers data.
- d. Review of deliverables listed in Exhibit D, Deliverables Calendar.
- e. On-site program reviews to monitor Contract compliance, scheduled in advance with the Contractor.
- f. Site visits to review documentation, observe implementation of services, discuss use of data to inform continuous quality improvement or follow up on compliance issues. These visits may be unannounced.
- g. Fiscal review.

If requested by DEL, the Contractor must submit and implement an action plan to remedy out-of-compliance issues found during DEL monitoring processes. DEL staff may provide training and technical assistance, as time and funding allows.

### **14. Compensation**

The Contractor's compensation for services rendered will be in accordance with the monthly payment points in Exhibit B, Budget. These payment points are based on the ECEAP activities for each month, including program planning and administration; recruitment and enrollment; staff hiring or training; health coordination, safety and nutrition; early childhood education; and family partnerships and support services.

Total compensation payable to the Contractor for satisfactory performance of the work under this Contract will not exceed the amount identified in the “Contract Maximum Amount” portion of the Contract cover sheet. Monthly compensation will not exceed the payment points in Exhibit B: Budget.

Contractors offering Full School Day or Extended Day models will be paid at a per slot rate based on their Early Achievers rating. The per slot rate includes any additional fees, rates or bonuses Contractors would normally receive through WCCC for that same child including but not limited to registration and non-standard hours care. Contractors will receive quarterly Contract amendments when they have a site with a new rating. Contract amendments will be issued with effective dates of July 1, October 1, January 1 and April 1. Tiered payments will be retroactive to the first of the month that occurred immediately after the qualifying Early Achievers rating. See Exhibit B: Budget for per slot payment rates.

### **15. Use of Funds**

The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. ECEAP contractors must maintain a written plan describing use and allocation of ECEAP and other funds.

- a. When expending ECEAP funds for items, personnel or services used by other programs or individuals, ECEAP funds must only be spent for the share used solely for ECEAP services.
- b. Contractors must maintain a written cost allocation plan that describes how ECEAP and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this contract.
- c. The Contractor may use ECEAP funds for the following costs:
  - 1) ECEAP administration including planning and coordination; accounting and auditing; purchasing, personnel and payroll functions; and equipment, training, travel and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
  - 2) ECEAP services including preschool education, health services coordination, nutrition, family supports and parent involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, training, travel, and other costs related to direct ECEAP services.
- d. In accordance with Exhibit A, Section 8(b) For contractors implementing Full School Day or Extended Day models through subcontracts, the funds per slot passed through to subcontractors must be equal to or higher than the WCCC funds for the slot.
- e. ECEAP funds may be used as dollars of last resort for medical, dental, nutrition and mental health services for ECEAP children and families, if alternate sources of assistance are not available.
- f. Travel expenses allowed in this Exhibit A, Sections 15(c), 1) and 2) above may include airfare (economy or coach class only), mileage, other transportation expenses, lodging and subsistence necessary during periods of required travel. The Contractor shall not expend ECEAP funds for travel expenses at rates greater than the current Washington State travel reimbursement rates.
- g. The Contractor may not use ECEAP funds for the following:
  - 1) Costs that are not directly related to ECEAP.
  - 2) Costs that exceed the Contract amount.
  - 3) Supplanting federally-supported Head Start programs, which is prohibited by [RCW 43.215.415](#).
  - 4) Work charged to or paid by any other contract or funding source.
- h. If Contractors provide Full School Day or Extended Day ECEAP, they receive both ECEAP and WCCC funds through their DEL Contract. These Contractors must not bill any Washington State child care subsidy program separately for ECEAP hours for the same children in the Full School Day or Extended Day ECEAP classes.
  - If Contractors provide Part-Day ECEAP within a licensed child care setting, and only receive ECEAP funds through their DEL Contract, they may bill separately for child care subsidy for the same children.
- i. The Contractor may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Contractor must not solicit funds from families enrolled in ECEAP.
- j. In accordance with this Exhibit A, Section 3(a) and Exhibit D: Deliverables Calendar, the Contractor must obtain written approval from DEL before using ECEAP funds as match for any federal funds. This is to ensure that a state agency or other entity is not using the same funds as match for its federal requirements.
  - Contractors request to use ECEAP funds as federal match by completing the form within the September ELMS Monthly Report. Contractors complete the form by describing the amount of ECEAP funds the Contractor wants to use for the current state fiscal year (July 1 – June 30) and the title of the federal

program for which this match would apply. This request must not exceed the amount of state funds received for ECEAP services.

## 16. Purchase Approvals

The Contractor must obtain written approval from DEL before using or contributing any ECEAP funds to acquire:

- Equipment, defined as any article of tangible, nonexpendable, personal property having a useful life of more than one year with unit costs of \$5,000 or greater, including ancillary costs. Ancillary costs include, but are not limited to, tax, shipping and installation.
- Playground or facility improvements with a total cost of \$5,000 or greater including ancillary costs. For playgrounds, this includes but is not limited to costs for equipment and site preparation.

Purchase requests are required when the equipment or related contract is paid either fully or in part with ECEAP funds.

- Use the *ECEAP Purchase Request Form* available at <http://www.del.wa.gov/eceap/>
- The request must include the cost allocation plan if the purchase is not solely for ECEAP use.

## 17. Billing Procedures and Voucher Payment

- a. DEL will pay the Contractor upon (1) acceptance of services provided, and (2) receipt of all deliverables due according to the schedule in Exhibit D: Deliverables Calendar.
- b. The Contractor shall submit a properly completed A-19 invoice voucher, provided by DEL, at least once monthly for months with payment points, and not more than twice monthly, to: [del.fiscal@del.wa.gov](mailto:del.fiscal@del.wa.gov) or Department of Early Learning; Attn: Financial Services Office, P.O. Box 40970, Olympia, WA 98504-0970.
- c. It is not necessary to send a hard copy if you send the completed voucher by e-mail. Contractors must register in the Statewide Payee System at [Statewide Payee Desk](#). This is a central Contractor registration file for Washington State agencies to use for processing Contractor payments.
- d. Contractors are encouraged to sign up for direct deposit for reimbursement at the [Washington State Department of Enterprise Systems](#) (DES). Contractors can sign up by completing the Statewide Payee Registration at the [Statewide Payee Registration](#).
- e. Payment shall be considered timely if made by DEL within thirty (30) calendar days after acceptance of services, receipt of deliverables and receipt of properly completed invoices in accordance with this Exhibit A, Section 17(a) above. Payments will be by Electronic Funds Transfer (EFT), if the Contractor has established this account, otherwise a warrant shall be sent to the address on the statewide vendor table.

## 18. Inventory

- a. The Contractor must maintain an Inventory List and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
  - All assets with a unit cost (including ancillary costs) of \$5,000 or greater.
  - The following assets with unit costs of \$300 or more:
    - Computer systems, laptop and notebook computers
    - Office equipment
    - Communications and audio-visual equipment, including CD and record players, radios, TVs, VCRs, DVD players, cameras and photographic projection equipment
  - Appliances
  - Other assets identified by the Contractor as vulnerable to loss.

- b. The Inventory List and supporting records must include the following, if applicable:
  - Inventory Control Number (tag)
  - Description of the asset
  - Manufacturer or trade name
  - Serial number
  - Contractor's acquisition date
  - Order number – from purchasing document
  - Total cost or value at time of acquisition (including all ancillary costs)
  - Ownership status, for example if shared by multiple funding sources
  - Depreciation (for capital assets)
  - Location of item
  - Useful life, in years
  - Disposal date, method, and salvage value
- c. An inventory audit must be conducted at least once every other year. The inventory policy and procedure must include language to account for lost or stolen equipment.

## 19. Treatment of Assets

- a. Any equipment funded by this Contract shall be used only for the performance of this Contract, unless otherwise approved by DEL. If an item requires a title of ownership, such as a vehicle, and is purchased with ECEAP funds, the title shall reside with DEL. If a playground equipment purchase is approved, and the equipment is installed, permanent playground structures are considered to be part of the real estate at which they are located and the property of the site owner.
- b. The Contractor shall obtain written approval from DEL before selling or disposing of equipment from the Contractor's Inventory List and DEL will have the option of recapturing the equipment. The *ECEAP Equipment Disposal/Transfer Form* is available at [www.del.wa.gov/eceap](http://www.del.wa.gov/eceap). If DEL gives approval for the Contractor to sell ECEAP equipment, the Contractor shall use the sale proceeds only for ECEAP services.

If the equipment is donated, an itemized receipt from the donation center needs to be kept with disposal records. For disposals in which there are proceeds, maintain a copy of the sales receipt. Record proceeds from disposal of equipment on an income statement.

- c. If a Contractor stops providing ECEAP services at a site or through a Subcontractor, the Contractor shall transfer possession of equipment purchased all or in part with ECEAP funds, or sell the equipment and transfer the proceeds from current market-value sale of such equipment, to another ECEAP site or return it to DEL. If a Contractor stops providing all ECEAP services, the Contractor shall either transfer possession of equipment or property purchased all or in part with ECEAP funds, or the proceeds from current market-value sale of such equipment, to DEL, at DEL's discretion.
  - i. Permanent playground structures are considered to be part of the real estate at which they are located

## 20. Insurance

The Contractor shall provide insurance coverage to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- a. The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

- Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence.
  - Automobile Liability. In the event that ECEAP services involve the use of vehicles, either owned or un-owned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
  - Professional Liability or Errors and Omissions Insurance. Provide Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 per occurrence to cover all program activities by the Contractor and staff employed or subcontracted by the Contractor.
- b. The required insurance shall be issued by an insurance company authorized to do business within the State of Washington and, except for Professional Liability or Errors and Omissions Insurance, shall name the State of Washington, its officers, agents and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give DEL thirty (30) calendar days advance notice of any insurance cancellation.
- c. **Exception: Self-Insured/Liability Pool or Self-Insured Risk Management Program.** With prior written approval from DEL, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DEL, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports shall comply with Generally Accepted Accounting Principles and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board, 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. If the Contractor is participating in joint risk pools, the Contractor shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- d. The Contractor shall submit to DEL a current Certificate of Coverage or letter of self-insurance that outlines the coverage and limits defined in this Insurance section. The Contractor shall submit renewal certificates as appropriate during the term of the Contract. Once DEL approves a self-insurance plan, the Contractor does not need to send a letter each year. New contractors must submit insurance verification within 15 days of the Contract start date listed on the Contract cover sheet.

## 21. Order of Precedence

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations, and Attachment 1
2. Applicable State of Washington statutes and regulations
3. Terms and Conditions as contained in this basic Contract instrument but not contained in Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E of this Contract
4. Exhibit C: General Terms And Conditions
5. Exhibit B: Budget
6. Exhibit A: Statement of Work
7. Exhibit E: 2014 ECEAP Performance Standards

8. Any other exhibit or attachment, provision, term or material incorporated herein by reference or otherwise.

SAMPLE



## DRAFT Exhibit B: Budget



DEL Contract Number: XX-XXXX  
Title: ECEAP

### State Fiscal Year 2015 (July 1 2014 - June 30 2015)

Payment Point	Qty Unit	Unit Cost	Budget	Limit	Note
July 2014 – Admin, Enrollment, Staff Dev	1 Monthly	\$000.00	\$000,000.00	Yes	
August 2014 – Admin, Enrollment, Staff Dev	1 Monthly	\$000.00	\$000,000.00	Yes	
September 2014 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
October 2014 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
November 2014 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
December 2014 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
January 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
March 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
April 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
May 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
June 2015 – Admin, Enrollment, and Staff Dev	1 Monthly	\$000.00	\$000,000.00	Yes	

**\$000,000.00**

**Total:**

**Contract Maximum:**

**\$000,000.00**

## Exhibit C: General Terms and Conditions

### 1. Advance Payments Prohibited

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by DEL.

### 2. Amendments

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### 3. Assignment

Neither this Contract, nor any claim arising under this Contract, shall be transferred, delegated, or assigned by the Contractor without prior written consent of DEL.

### 4. Attorney's Fees

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

### 5. Compliance with Laws

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable non-discrimination laws and, if applicable, Chapter 42.56 RCW (the Public Records Act) and 5 U.S.C. 522 (the Freedom of Information Act).

### 6. Confidentiality of DEL Information

The Contractor shall not use or disclose any information about DEL that may be classified as confidential for any purpose not directly connected with the Contractor's activities under this Contract except with the prior written consent of DEL or as may be required by law.

### 7. Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DEL may, in its sole discretion, by written notice to the Contractor, terminate this Contract without liability if DEL finds that the Contractor's procurement of or performance under this Contract has violated the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute.

In the event this Contract is terminated as provided above, DEL shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

### 8. Conformance

If any provision of this Contract violates any applicable federal or State of Washington statute, regulation, or rule of law, that provision is considered modified to conform to that statute, regulation, or rule of law.

## **9. Contract Management**

The Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract, unless otherwise stated herein. The Contract Managers are the individuals identified under "Contractor Information" and "DEL Information" on the cover sheet of this Contract.

## **10. Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **11. Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **12. Disputes**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DEL Director or the Director's delegate authorized in writing to act on the Director's behalf ("the Director").

- a. The request for a dispute hearing must:
  - Be in writing.
  - State the disputed issue(s).
  - State the relative positions of the parties.
  - State the Contractor's name, address, and contract number.
  - Be mailed to the Director and the other party's (respondent's) Contract Manager within three (3) business days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to both the Director and the requester within five (5) business days of receiving the requesting party's statement.
- c. The Director shall review the written statements and reply in writing to both parties within ten (10) business days. The Director may extend this period if necessary by notifying the parties in writing.
- d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- e. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

## **13. Duplicate Payment**

DEL shall not pay the Contractor if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

#### **14. Entire Agreement**

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof or to bind any of the parties to this Contract.

THIS SECTION APPLIES ONLY TO CONTRACTS WITH FEDERAL DOLLARS

#### **15. Federal Funding Requirements**

If this Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and certifications and agrees to the terms and conditions contained in Attachment 1 Federal Certifications and Assurances, which is attached and incorporated herein as though set forth in full.

Covenant Against Contingent Fees. If this Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

Single Audit Requirements. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 31, 2003, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to DEL's Contract Manager the data collection form and reporting package specified in OMB Circular A-133, and any reports required by the program-specific audit guide (if applicable).

#### **16. Governing Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State of Washington and its agencies, officials, agents or employees.

#### **17. Indemnification**

THIS VERSION FOR NON-GOVERNMENTAL CONTRACTORS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State of Washington and its agencies, officers, employees, and agents from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim," as used in this Contract, means any

financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees and costs, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. The Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives or any Subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State of Washington and its agencies, officials, agents or employees.

#### **THIS VERSION FOR CONTRACTORS ELIGIBLE FOR INTERAGENCY AGREEMENTS**

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Unless otherwise stated in the Contract, no party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract.

### **18. Independent Capacity of the Contractor**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not officers, employees or agents of the state of Washington or DEL. The Contractor will not hold itself out as or claim to be an officer or employee of DEL or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

### **19. Industrial Insurance Coverage**

The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DEL may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DEL may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DEL under this Contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the Contractor.

### **20. Licensing and Accreditation and Registration**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

### **21. Limitation of Authority**

Only the DEL Director or the Director's delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the DEL Director or the Director's delegate by writing (delegation to be made prior to action).

### **22. Registration with Department of Revenue**

The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

### **23. Savings**

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, DEL may terminate the Contract under this Exhibit C, Section 27, the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at DEL's discretion under those new funding limitations and conditions.

### **24. Severability**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

### **25. Taxes**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **26. Termination for Cause**

In the event DEL determines the Contractor is in default, DEL has the right to immediately suspend or terminate this Contract. Before suspending or terminating the Contract, the DEL may, in DEL's sole discretion, elect to notify the Contractor in writing of the need to take corrective action and offer the Contractor the opportunity to take corrective action before the Contract is suspended or terminated.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract (e.g., cost of the competitive bidding, mailing, advertising and staff time). DEL may also declare the Contractor ineligible for further contracts with DEL.

DEL reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of any alleged breach, or during any pending corrective action by the Contractor or pending a decision by DEL to terminate the Contract.

If it is later determined that: (1) the Contractor was not in default, or (2) Contractor's failure to perform was outside the Contractor's control, fault, or negligence, the termination shall be considered a Termination for Convenience.

The rights and remedies of DEL provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

### **27. Termination for Convenience**

Except as otherwise provided in this Contract, DEL may terminate this Contract, in whole or in part, by giving the Contractor ten (10) calendar days' written notice. Termination becomes effective ten (10) calendar days from the second day after mailing the notice. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **28. Termination Procedure**

Upon termination of this Contract, DEL, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DEL any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Exhibit A, Section 19: Treatment of Assets shall apply in such property transfer.



DEL shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DEL, and the amount agreed upon by the Contractor and DEL for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DEL, and (iv) the protection and preservation of property, unless the termination is for default, in which case DEL shall determine the extent of the liability of DEL.

DEL may withhold from any amounts due the Contractor such sum as DEL determines to be necessary to protect DEL against potential loss or liability arising from the Contractor's performance of the Contract. The rights and remedies of DEL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by DEL, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice.
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated.
- c. Assign to DEL, in the manner, at the times, and to the extent directed by DEL, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DEL to the extent DEL may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by DEL any property which, if the Contract had been completed, would have been required to be furnished to DEL.
- f. Complete performance of such part of the work as shall not have been terminated by DEL.
- g. Take such action as may be necessary, or as DEL may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which DEL has or may acquire an interest.

## **29. Waiver**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by an authorized representative of DEL.

## Exhibit D: Deliverables Calendar

The Contractor must submit the following deliverables by the dates indicated, using one of the following methods as indicated below:

- a. Enter into the Early Learning Management System (ELMS). Check ELMS news page for updated information.
- b. Enter into the Managed Education and Registry Information Tool (MERIT).
- c. Enter into the Teaching Strategies GOLD® Online System. (GOLD)
- d. Send electronically to [eceap@del.wa.gov](mailto:eceap@del.wa.gov).
- e. Send paper copies to: DEL ECEAP, PO Box 40970, Olympia WA 98504-0970

Due Date	Deliverable	Submit via:
Upon hire of new staff	Enter the staff qualifications in MERIT for each ECEAP lead teacher, assistant teacher and family support specialist. DEL will notify Contractors when MERIT is ready for ECEAP staff qualifications data entry.	MERIT
Current contractors only: upon renewal of insurance  New contractors only: within 15 days of contract start date	Contractors must submit a <i>Certificate of Coverage</i> upon renewal of insurance to DEL, unless they are self-insured. Contractors who self-insure need not send letters of self-insurance each year.  New Contractors must send insurance verification within 15 days of the Contract start date. Send certificates to: DEL Financial Services Office, PO Box 40970, Olympia WA 98504-0970.	Paper copies or attach to email
At least two weeks before class start date	Submit a <i>Classroom Approval Form</i> to obtain written approval for each new classroom or change of classroom location.  The form is available at <a href="http://www.del.wa.gov/eceap">www.del.wa.gov/eceap</a> .	Email or paper copy
By the 7 <sup>th</sup> of each month (Sept. through July)	Update child and family information. This includes accurate counts of family support visits, parent-teacher conferences, medical exams, dental screenings and developmental screenings.	ELMS
By the 15th of each month ( August through June)	Enter the <i>Monthly Report</i> for the previous month. There must be a Monthly Report for every month you bill, including summer months. This must be received by DEL before your voucher can be paid.	ELMS
By the 15th of each month (August through June)	Submit an <i>A-19 Invoice Voucher</i> provided by DEL to arrive at DEL by the 15 <sup>th</sup> of the month.	Email or paper copy
By July 1	Sites where new Full School Day or Extended Day ECEAP slots are located must be participating in Early Achievers by the beginning of the contract (July 1). This includes subcontracted sites.  Licensed sites with new Full School Day or Extended Day ECEAP slots must be rated Level 3 to 5 within one year of beginning new ECEAP services.	MERIT

Due Date	Deliverable	Submit via:
August 31	<b>For Extended Day, full year programs only:</b> Teachers finalize the Summer checkpoint in GOLD® Online for the following areas of development and learning: Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics.	Teaching Strategies GOLD® Online
By September 1	Submit updated and signed Service Area Agreements.	Email or paper copy
By September 15	Update Contractor, subcontractor, site and class sections. (See <i>ELMS ECEAP Data Entry – Minimum Requirements on the ELMS news page.</i> )	ELMS
By September 15	Submit your 2014-15 ECEAP operating budget.	Email or paper copy
By September 15 (Optional)	Customize priority points for risk factors, if desired.	ELMS
October 1	Submit staff compensation data by on the template provided by DEL.	DEL Template
By October 15 (Optional)	Complete the form within the September ELMS Monthly Report to request to use ECEAP funds as federal match, if applicable.	ELMS
October 15 of each school year	Complete class enrollment in ELMS for all funded slots, including known children with future class start dates. <ul style="list-style-type: none"> <li>Exception: For ECEAP classes that share classrooms with Migrant/Seasonal Head Start, Contractors must complete enrollments by October 30.</li> <li>Exception: For classes starting in January 2015, this due date is December 15.</li> </ul> Exit all children who are not attending.	ELMS
After October 15, <b>within five business days</b> of each child's start in class.	Enter each child's prescreen and application and attach the child to a class.	ELMS
After October 15, <b>within five business days</b> of each child's last day in class.	Exit all children who are not attending.	ELMS
Within 90 days from class start date	Complete health, developmental and dental screenings and ensure each child has a completed medical exam.	ELMS
November 15	Teachers finalize the Fall checkpoint in GOLD® Online for the following areas of development and learning: Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics	Teaching Strategies GOLD® Online
December 15 For expansion sites starting in January	Complete class enrollment in ELMS for all funded slots including known children with future class start dates.	ELMS

Due Date	Deliverable	Submit via:
January 5	Staff verifying ECEAP eligibility and enrollment complete training on eligibility policy and procedures for Part-Day, Full School Day and Extended Day. Staff will access the training <a href="#">online</a> and will receive a certificate of completion.	<a href="#">Online</a>
January 15 (Optional)	<p>If the Contractor wishes to obtain names and addresses of age-eligible DSHS clients for recruitment and enrollment efforts:</p> <ul style="list-style-type: none"> <li>• Send the <i>Request for Confidential Client Contact Information</i> form to DEL, available at <a href="http://www.del.wa.gov/eceap">www.del.wa.gov/eceap</a>.</li> <li>• Submit a signed <i>Notice and Agreement Regarding Access to Confidential Personal Information</i> form for any person who will or may have access to this information. The form is available at <a href="http://www.del.wa.gov/eceap">www.del.wa.gov/eceap</a>.</li> </ul>	Email or paper copy
February 28	Teachers finalize the Winter checkpoint in GOLD® Online for the following areas of development and learning: Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics.	Teaching Strategies GOLD® Online
March 15	Submit your completed <i>Funding Renewal Application</i> for the following biennium.	Email or paper copy
May 15	Submit updated and signed <b>2015-16</b> Service Area Agreements.	Email or paper copy
May 30	Teachers finalize the Spring checkpoint in GOLD® Online for the following areas of development and learning: Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics.	Teaching Strategies GOLD® Online
June 15	Submit the <i>ECEAP Self-Assessment</i> . A form is available at <a href="http://www.del.wa.gov/eceap">www.del.wa.gov/eceap</a> .	Email or paper copy
June 15	Submit the <i>ECEAP Contractor Financial Disclosure Certification</i> . The form is available at <a href="http://www.del.wa.gov/eceap">www.del.wa.gov/eceap</a> .	Mail signed copy
June 30	<p>Complete Early Achievers registration by June 30, 2015.</p> <p>All ECEAP sites must apply for and complete Entry Level 3 by June 30, 2015.</p>	MERIT
July 10	Complete the <i>Monthly Report</i> for June.	ELMS
July 10	Submit the final <i>A-19 Invoice Voucher</i> for June.	Email or paper copy
July 10	Submit your 2014-15 year-end budget statement.	Email or paper copy